

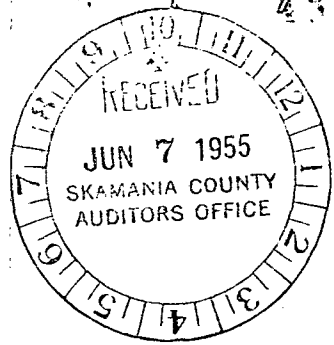
43778

Muddy River Road

Original

BOOK

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EASEMENT DEED

KNOW ALL MEN BY THESE PRESENTS, that Harbor Plywood Corporation, a Delaware corporation, and the Northern Pacific Railway Company, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the "Grantors", do hereby grant and convey to the United States of America, acting by and through the Forest Service, U.S.D.A., hereinafter called the "Government", subject to the conditions and reservations hereinafter set out, an easement and right of way for logging truck roads, together with the right, privilege and authority through federal agencies or private parties to locate, construct, maintain, patrol, reconstruct and repair a roadway and telephone transmission lines over, along and across the following described real property situated in the County of Skamania, State of Washington, to-wit:

A strip of land approximately 66 feet in width traversing the following described real property:

Lots 2 and 3; the SW $\frac{1}{4}$  of the NE $\frac{1}{4}$  and the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 1, T. 7 N., R. 6 E., W. M.

The said strip being approximately 33 feet in width on each side of a center line of a road, located as shown on Exhibit A which is hereto attached and made a part hereof with as much additional width as required for adequate protection of cuts and fills, said center line being more particularly described as follows:

Commencing at the point of beginning on the west boundary of Lot 3 of Section 1, T. 7 N., R. 6 E., approximately 1463 feet southerly and 1300 feet easterly of the section corner common to Sections 1 and 2, T. 7 N., R. 6 E., and Sections 35 and 36, T. 8 N., R. 6 E., thence right along a 200 foot radius curve for a distance of 236 feet, thence S 16° 30' E for a distance of 64 feet, thence left along a 125 foot radius curve for a distance of 5 feet to a point of ending on the south boundary of said lot 3 which point is approximately 1670 feet southerly and 1488 feet easterly of the said section corner common to Sections 1, 2, 35 and 36; thence the centerline continues through the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 1 while the left right of way boundary remains in Lot 3 and comprises an area of approximately .26 acres; thence commencing at a point on the south boundary of said Lot 3 which point is approximately 1670 feet southerly and 1906 feet easterly of the said section corner common to Sections 1, 2, 35 and 36; thence

N 64° 00' E for a distance of 91 feet, thence right along a 100 foot radius curve for a distance of 48 feet, thence S 88° 30' E for a distance of 201 feet, thence right along a 150 foot radius curve for a distance of 112 feet to a point of ending on the south boundary of said Lot 3, which point is 1670 feet southerly and 2337 feet easterly of the said section corner common to Sections 1, 2, 35 and 36; thence commencing at a point on the west boundary of the NE $\frac{3}{4}$  of Section 1 which point is approximately 2736 feet southerly and 2600 feet easterly of the said section corner common to Sections 1, 2, 35 and 36, thence S 25° 30' E for a distance of 186 feet, thence right along a 500 foot radius curve for a distance of 122 feet, thence S 11° 30' E for a distance of 91 feet, thence left along a 120 foot radius curve for a distance of 396 feet, thence N 21° 00' W for a distance of 805 feet, thence right along a 650 foot radius curve for a distance of 284 feet, thence N 04° 00' E for a distance of 89 feet, thence right along a 445 foot radius curve for a distance of 203 feet, thence left along a 250 foot radius curve for a distance of 202 feet, thence N 16° 30' W for a distance of 216 feet, thence right along a 300 foot radius curve for a distance of 79 feet, thence N 01° 30' W for a distance of 307 feet, thence left along a 150 foot radius curve for a distance of 102 feet, thence N 40° 30' W for a distance of 67 feet, thence right along a 475 foot radius curve for a distance of 340 feet, thence N 00° 30' E for a distance of 190 feet, thence left along a 200 foot radius curve for a distance of 101 feet, thence N 28° 30' W for a distance of 223 feet, thence right along a 380 foot radius curve for a distance of 7 feet to the point of ending on the section line between Section 1 and Section 36 which point is approximately 302 feet westerly of the  $\frac{1}{4}$  corner common to Section 1, T. 7 N., R. 6 E., and Section 36, T. 8 N., R. 6 E., W. M.

The parcel of land to which the above description applies contains 7.5 acres, more or less.

Together with reasonable rights of ingress, egress, and regress to and from said lands for the purposes designated; Provided, however, that nothing in this instrument contained shall imply or be construed to grant any right, privilege or authority to the Government or to any person, firm or corporation, or to the public, to use, maintain or otherwise enjoy any road or part of road of the Grantors

or either of them; and the grant herein made is conditioned upon and subject to the observance of and compliance with this proviso.

The Grantors reserve to themselves, their successors and assigns, the right to cross and recross said strip of land at any place or grade or otherwise by any means and for any purpose and the right to use, maintain, patrol and reconstruct said road for any purpose, in such manner as not unreasonably to interfere with the use of said roadway by the Government or its authorized users, or cause substantial injury thereto; Provided, that during periods when Grantors, their successors or assigns use said road they will perform their share of road maintenance on the portion so used, or will contribute to the cost of said maintenance, so that the road shall be left at the termination of each such use in a condition equal to that obtaining at the beginning thereof.

The Grantors reserve to themselves, their successors and assigns, all timber on said right of way, provided that the Government or its timber purchasers shall have the right to remove timber upon the right of way to the extent necessary for the construction or betterment of said road. Such timber shall be cut in logs of standard length with proper trim allowance and shall be decked horizontally along said right of way and shall be free from stumps, limbs or other debris. Grantors expressly reserve the right to enter upon such strip of land to remove said decked timber and remove standing timber in the usual and customary manner.

The rights, privileges and authorities herein granted are for full use and enjoyment by the Government, its contractors and timber purchasers for any and all purposes deemed necessary or desirable in connection with the control, management and administration of national forests, or the resources thereof and, so far as compatible therewith and herewith, use by the general public.

The rights, privileges and authorities herein granted shall continue as long as used for the purposes granted but if the Government shall cease for a period of five years to use the rights, privileges and authorities for the purposes granted; shall abandon the use of the easement herein granted; or shall refuse to issue and continue in effect "Stipulations Governing Rights of Ingress and Egress" in accordance with rules, regulations and policies related thereto under Section 251.5(d) of Title 36 of the code of federal regulations as amended June 15, 1953 (18 F.R. 3482), and pursuant to the Act of June 4, 1897 (16 U.S.C. 478) and conforming to those for similar purposes currently being issued to others, authorizing Grantors to construct or use connecting links of the Lewis River road system which are located on national forest land for access to lands or timber owned by the Grantors; then, in such events, Grantors may terminate this easement and all rights hereunder shall revert to the holder of the fee title to the lands.

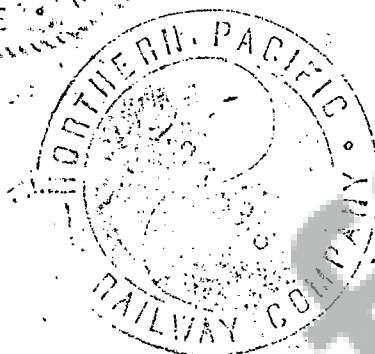
IN WITNESS WHEREOF, the Grantors have caused this instrument

to be executed by their duly authorized officers and their corporate seals to be hereunto affixed this 25<sup>th</sup> day of April, 1955.



HARBOR PLYWOOD CORPORATION

By Martin N. Deggeller  
Elvin Byles



NORTHERN PACIFIC RAILWAY COMPANY

By E. J. Stanton  
Thos. McKee  
 VICE PRESIDENT  
 Assistant Secretary

STATE OF WASHINGTON )  
 COUNTY OF GRAYS HARBOR ) ss

On this 25th day of April, 1955, before me a Notary Public in and for said county and state, personally appeared MARTIN N. DEGGELLER and ELVIN BYLES to me known to be the President and Secretary respectively, of the corporation that executed the within and foregoing instrument and each on oath acknowledged to me that such corporation executed the same as its free and voluntary act and deed for the uses and purposes therein mentioned, and that he was authorized to execute said instrument on behalf of the corporation by authority of its board of directors, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Elvin M. Castigan  
 Notary Public in and for the State  
 of Washington  
 Residing at Kirkland  
 My commission expires June 4, 1956



STATE OF MINNESOTA )  
COUNTY OF RAMSEY ) ss

On this 27<sup>th</sup> day of May, 1955, before me a Notary Public in and for said county and state, personally appeared E. B. Stanton and HUGH McLEOD to me known to be the VICE PRESIDENT and Assistant Secretary respectively, of the corporation that executed the within and foregoing instrument and each on oath acknowledged to me that such corporation executed the same as its free and voluntary act and deed for the uses and purposes therein mentioned, and that he was authorized to execute said instrument on behalf of the corporation by authority of its board of directors, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

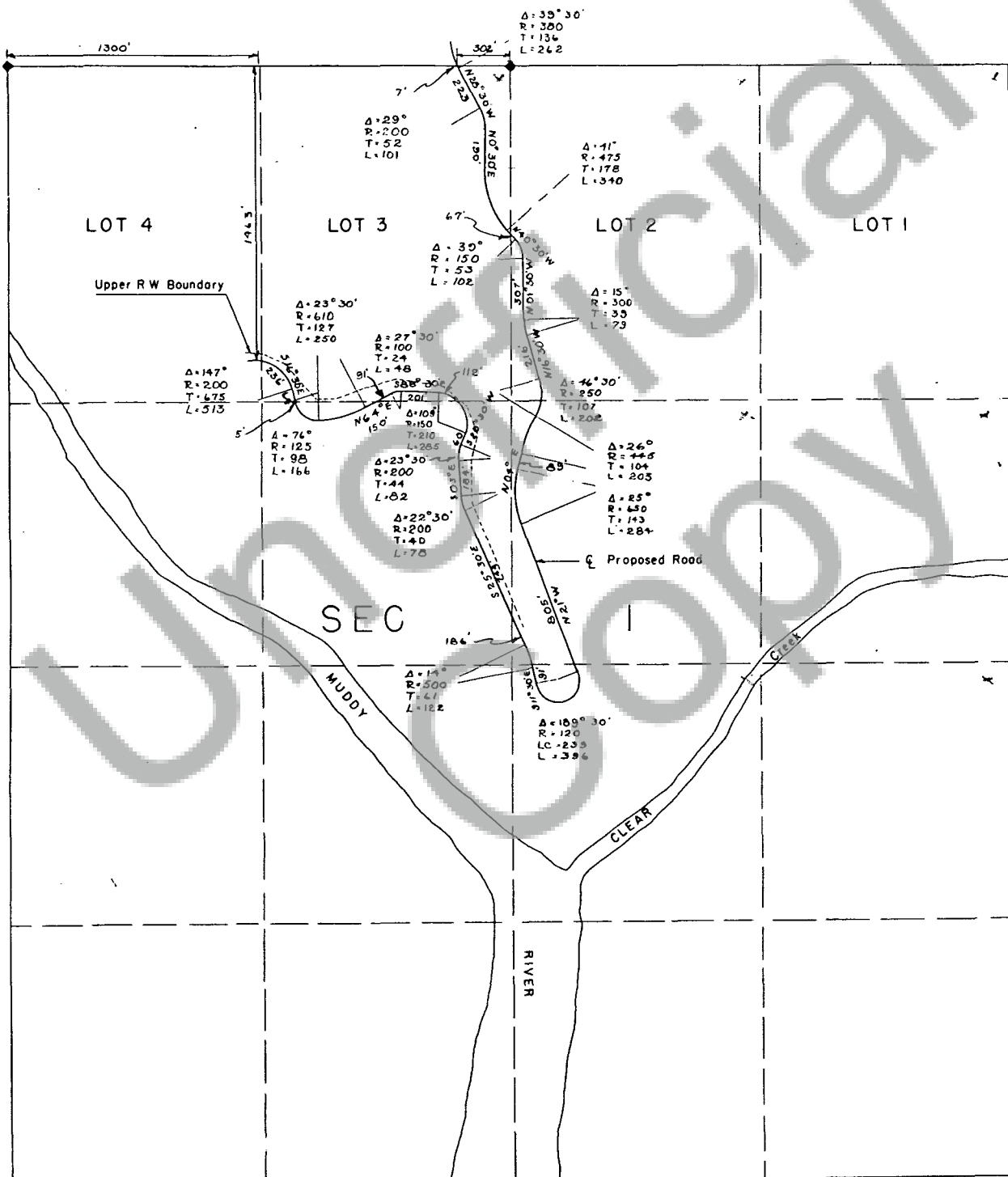
R. A. Arneberg R. A. ARNEBERG  
Notary Public in and for the State  
of MINNESOTA  
Residing at ST. PAUL, MINN.  
My commission expires Dec. 29, 1960

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# RIGHT OF WAY PLAT

## GIFFORD PINCHOT NATIONAL FOREST

T.7 N. R.6 E. W.M.  
SKAMANIA COUNTY,  
WASHINGTON



I do hereby certify that this map accurately represents the Muddy River Road across Lots 2 and 3, the SW 1/4 of the NE 1/4, and the NW 1/4 of the SE 1/4 of Sec 1, T. 7 N., R. 6 E., W. M.

*J. H. Emerson*  
Acting Forest Supervisor

EXHIBIT A